

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO**

ANDREW EARLY, *et al.*,

Plaintiffs,

vs.

SAFECO INSURANCE COMPANY,

Defendant.

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Case No. 3:23-cv-86

Judge

NOTICE OF REMOVAL

Now comes American Economy Insurance Company (“American Economy”), improperly named Safeco Insurance Company in the Complaint, by and through counsel, and for its Notice of Removal of this action from the Court of Common Pleas of Montgomery County, Ohio, to the United States District Court for the Southern District of Ohio states:

1. Plaintiffs Andrew Early and Amanda Early (“Plaintiffs”) filed suit in the Court of Common Pleas of Montgomery County, Ohio in Case No. 2023 CV 00850 on or about February 20, 2023. Plaintiffs’ Complaint alleges causes of action against American Economy for breach of contract and bad faith.

2. American Economy was served with Plaintiffs’ Complaint not more than 30 days ago.

3. This Court has original jurisdiction over this type of action pursuant to 28 U.S.C. § 1332(a)(1), and American Economy may therefore remove this action to this Court pursuant to 28 U.S.C. §1441(a), for:

- a. Complete diversity of citizenship exists between Plaintiffs, who are citizens of Ohio, and American Economy, which is incorporated in Indiana and maintains its principal place of business in Massachusetts; and
- b. American Economy believes the judgment against it if Plaintiffs prevails on the merits of the case as presented in the Complaint could exceed \$75,000, exclusive of costs and interest, given that Plaintiff seeks to recover breach of contract damages in connection with a fire which resulted in estimates over the threshold amount, as well as compensatory damages, punitive damages and attorney fees for bad faith.

4. As required by 28 U.S.C. § 1446(b), American Economy is filing this Notice of Removal within thirty days of being served with Plaintiffs' Complaint.

5. This action has been pending less than a year.

6. As required by 28 U.S.C. § 1446(a), American Economy is attaching hereto a copy of each process, pleading and order it has received as Exhibit 1.

7. No party other than American Economy is named in the Complaint, so no other party needs to consent to the removal of this action.

Respectfully Submitted,

/s/ William M. Harter

William M. Harter (0072874)

Nicole Mattingly (0101556)

FROST BROWN TODD LLP

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*Attorneys for Defendant American Economy Insurance
Company*

CERTIFICATE OF SERVICE



The undersigned hereby certifies that a true copy of the foregoing was served this 21st day of March 2023, via U.S. Mail, postage prepaid, to:





Blake R. Maislin
Michael C. Lind
Law Offices of Blake R. Maislin, LLC
Maislin Professional Center
2260 Francis Lane
Cincinnati, OH 45206
Attorneys for Plaintiff

/s/ William M. Harter
William M. Harter (0072874)

0000T69.0767314 4856-1183-8040v2

PARTY INFORMATION	
PLAINTIFF ANDREW EARLY 4826 CRAWFORD TOMS RUN ROAD BROOKVILLE, OH 45309	PLAINTIFF ATTORNEY BLAKE R MAISLIN 2260 FRANCIS LANE CINCINNATI, OH 45206
PLAINTIFF AMANDA EARLY 4826 CRAWFORD TOMS RUN ROAD BROOKVILLE, OH 45309	PLAINTIFF ATTORNEY BLAKE R MAISLIN 2260 FRANCIS LANE CINCINNATI, OH 45206
DEFENDANT SAFECO INSURANCE COMPANY 175 BERKELEY STREET BOSTON, MA 02116 <hr/> SAFECO INSURANCE COMPANY CO CORPORATION SERVICE COMPANY 300 DESHUTES WAY SUITE 208 MC- CSC-1 TUMWATER, WA 98501 <hr/> 175 BERKELEY STREET SAFECO INSURANCE COMPANY CO CORPORATION SERVICE COMPANY BOSTON, MA 02116	

IMGS	DATE	ENTRY
	3/1/2023	<p>ADDITIONAL FEDEX MAILING COSTS Transportation Cost : \$7.67 Fuel Surcharge : \$.95 Direct Signature : \$ 5.90 TOTAL CHARGE : \$14.52</p> <p>Amt already Docketed : \$10.00 Additional Amt Owed : \$4.52</p> <p>Tracking # : 394863192285 Invoice # : 8-054-34896</p>
	3/1/2023	<p>ADDITIONAL FEDEX MAILING COSTS Transportation Cost : \$6.20 Fuel Surcharge : \$.85 Direct Signature : \$ 5.90 TOTAL CHARGE : \$12.95</p> <p>Amt already Docketed : \$10.00 Additional Amt Owed : \$2.95</p> <p>Tracking # : 394863151712 Invoice # : 8-054-34896</p>
	2/22/2023	<p>SUCCESSFUL FEDEX SERVICE Method : CIVIL FEDEX SERVICE Issued : 02/21/2023 Service : CIVIL INITIAL SERVICE EFILING Served : 02/22/2023 Return : 02/22/2023 On : SAFECO INSURANCE COMPANY Signed By : C.JONES</p> <p>Reason : FEDEX SUCCESSFUL SERVICE Comment : 02/22/2023 9:47 am: Delivered</p> <p>Tracking #: 394863192285</p>
	2/22/2023	<p>SUCCESSFUL FEDEX SERVICE Method : CIVIL FEDEX SERVICE Issued : 02/21/2023 Service : CIVIL INITIAL SERVICE EFILING Served : 02/22/2023 Return : 02/22/2023 On : SAFECO INSURANCE COMPANY Signed By : M.MARLON</p> <p>Reason : FEDEX SUCCESSFUL SERVICE Comment : 02/22/2023 9:05 am: Delivered</p> <p>Tracking #: 394863151712</p>

	2/21/2023	CIVIL SUMMONS ISSUED CIVIL SUMMONS EFILING Sent on: 02/21/2023 09:19:39.75
	2/21/2023	Issue Date: 02/21/2023 Service: CIVIL INITIAL SERVICE EFILING Method: CIVIL FEDEX SERVICE Cost Per: \$10.00 SAFECO INSURANCE COMPANY 175 BERKELEY STREET BOSTON, MA 02116 Tracking No: 394863151712 SAFECO INSURANCE COMPANY SAFECO INSURANCE COMPANY CO CORPORATION SERVICE COMPANY 300 DESHUTES WAY SUITE 208 MC-CSC-1 TUMWATER, WA 98501 Tracking No: 394863192285
	2/20/2023	CIVIL CONVENIENCE FEE CREDIT CARD FILED BY BLAKE MAISLIN Receipt: 1388030 Date: 02/20/2023
	2/20/2023	INSTRUCTIONS FOR SERVICE ON A NEW CASE BY CLERK FILED BY BLAKE MAISLIN
	2/20/2023	CASE INFORMATION SHEET FILED BY BLAKE MAISLIN
	2/20/2023	CIVIL DEPOSIT Receipt: 1388030 Date: 02/20/2023
	2/20/2023	COMPLAINT WITH JURY DEMAND ENDORSED HEREON FILED BY BLAKE MAISLIN Receipt: 1388030 Date: 02/20/2023

**COURT OF COMMON PLEAS
CIVIL DIVISION
MONTGOMERY COUNTY, OHIO**

**ANDREW EARLY
4826 CRAWFORD TOMS RUN ROAD
BROOKVILLE, OHIO 45309-9752**

AND

**AMANDA EARLY
4826 CRAWFORD TOMS RUN ROAD
BROOKVILLE, OHIO 45309-9752**

Plaintiffs,

-VS.-

**SAFECO INSURANCE COMPANY
175 BERKELEY STREET
BOSTON, MASSACHUSETTS 02116-5066
Please Serve:**

**SAFECO Insurance Company
c/o Corporation Service Company
300 Deschutes Way, Suite 208 MC-CSC-1
Tumwater, Washington 98501**

Defendant.

Case No: _____

**COMPLAINT WITH
JURY DEMAND
ENDORSED HEREON**

NOW COME Plaintiffs, Andrew Early and Amanda Early, by and through undersigned counsel, and state their Complaint against the named Defendant, as follows:

I. The Parties

1. Plaintiff, Andrew Early, resides at 4826 Crawford Toms Run Road in Brookville, Montgomery County, Ohio 45309-9752 and has so resided at relevant times herein.

2. Plaintiff, Amanda Early resides at 4826 Crawford Toms Run Road in Brookville, Montgomery County, Ohio 45309-9752 and has so resided at relevant times herein.

3. Plaintiffs, Andrew Early and Amanda Early, had insured their residence through Defendant Safeco Insurance Company. This case arises, *inter alia*, from the failure of the Defendant, Safeco Insurance Company to timely indemnify Plaintiffs, Andrew Early and Amanda Early, for a covered property loss, which occurred on or about **August 08, 2022**.

4. Defendant, **Safeco Insurance Company** [“SAFECO”] is a foreign corporation, which had issued a homeowner’s insurance policy contract to the Plaintiffs, Andrew Early and Amanda Early, which was, in full force and effect, at the time of the subject property loss, pursuant to **Policy No.: OK7048440, Claim# 050468625-0001**. Defendant SAFECO conducts substantial business within Montgomery County, Ohio.

II. Jurisdiction and Venue

5. Jurisdiction is properly invoked in the Montgomery County Court of Common Pleas, as this Court has jurisdiction over actions for breach of insurance contract, and for bad faith arising from a fire loss claim and for remediation and restoration services, in which the subject property is located in Montgomery County, Ohio.

6. Venue is proper in Montgomery County, Ohio, as the material events regarding the fire loss, the failure to indemnify the Plaintiffs, Andrew Early and Amanda Early, for the subject property loss and the resulting damages, which form the basis for this Complaint occurred within

Montgomery County, Ohio. Further, the Defendant, SAFECO, conducts substantial business within Montgomery County, Ohio.

III. Statement of Facts

7. The subject property, located at 4826 Crawford Toms Run Road, in Brookville, Montgomery County, Ohio 45309-9752 was (and still is) owned by Plaintiffs, Andrew Early and Amanda Early, and the subject property is used as their residence.

8. On or about **August 08, 2022**, Plaintiffs, Andrew Early and Amanda Early, suffered a fire loss at their residence.

9. Plaintiffs, Andrew Early and Amanda Early, notified SAFECO of the occurrence on or about **August 08, 2022** and have satisfied all conditions precedent to pursue a bona fide and valid property loss claim under the subject SAFECO insurance policy, which was in full force and effect on the date of the subject loss.

10. Plaintiffs, Andrew Early and Amanda Early, duly reported the loss and fully cooperated with Defendant SAFECO following the subject fire loss. Defendant SAFECO failed to conduct a reasonable investigation of the loss.

11. As a result of the subject fire loss, the structure and contents at their residence were substantially damaged and/or destroyed.

12. After having been (falsely) assured by SAFECO's adjusters that their claim would be accepted/approved, Plaintiffs, Andrew Early and Amanda Early, were subsequently informed of the denial of their claim or various parts of their claim.

13. Plaintiffs, Andrew Early and Amanda Early, placed reasonable reliance in the Defendant Safeco Insurance Company that said Defendant would act in good faith, engage in fair dealing, adjust the claim in good faith and indemnify the Plaintiffs for their property losses, in an

amount, yet to be determined, but in excess of Twenty-five thousand (\$25,000.00) dollars, according to proof at trial.

COUNT I: BREACH OF CONTRACT

14. Plaintiffs, Andrew Early and Amanda Early, restate and re-allege the allegations contained in Paragraphs One through Thirteen (1-13), with same force and effect, as though fully rewritten herein.

15. Plaintiffs, Andrew Early and Amanda Early, placed reasonable and justifiable reliance upon the Defendant SAFECO to perform the reasonable and necessary services to adjust the fire loss claim and to adequately indemnify Plaintiffs, Andrew Early and Amanda Early, for their subject loss.

16. Defendant, SAFECO owed a duty of good faith and fair dealing to the Plaintiffs, Andrew Early and Amanda Early, in carrying out its duties under the subject insurance policy.

17. Defendant, SAFECO, breached this duty of good faith and fair dealing, by, *inter alia*, engaging in the following acts or omissions:

- (a) failing to promptly and reasonably adjust and pay the Plaintiffs' claim;
- (b) failing to establish a reasonable justification for the denial of the Plaintiffs' claim;
- (c) taking advantage of the Plaintiffs' vulnerable position in order to force the Plaintiffs to accept an unfair settlement of the Plaintiffs' claim;
- (d) failing to properly inspect the site of the loss and to adequately and properly investigate the claim, with the wrongful intent to deny the Plaintiffs' claim from its inception;
- (e) failing to properly analyze the cause of the loss and/or the applicable coverage;

- (f) failing to properly review the analysis contained in any reports related to the loss in its possession;
- (g) failing to properly review the available evidence related to the loss;
- (h) failing to perform a good faith analysis of the loss;
- (i) failing to prepare a good faith estimate of damages caused by the loss;
- (j) refusing Plaintiffs' reasonable requests for information;
- (k) failing to indemnify the Plaintiffs for their losses and damages within a reasonable period of time;
- (l) failing to properly train, supervise and/or instruct its adjusters and/or agents;
- (m) failing to provide uniform and/or standard guidelines and/or materials to adjusters and/or agents to properly evaluate claims;
- (n) failing to timely provide sufficient funds for the repairs and replacement of the subject property;
- (o) failing to pay sufficient living expenses and/or loss of use expenses incurred by Plaintiffs, Andrew Early and Amanda Early, in accordance with the governing policy of insurance;
- (p) failing to provide sufficient funds for the repair and/or replacement of the contents contained in the subject dwelling, as provided for in the subject policy of insurance;
- (q) acting or failing to act with malice or aggravated or egregious fraud, or, as principal or master, knowingly authorizing, participating in, or ratifying the actions and/or omissions of an agent or servant of the Defendant; and
- (r) engaging in other wrongful acts or omissions to be shown at trial on the merits.

18. As a direct and proximate result of the above-referenced material breach of the insurance contract by the Defendant SAFECO, Plaintiffs, Andrew Early and Amanda Early, have sustained losses and damages, in an amount, yet to be determined, but in excess of Twenty-five thousand (\$25,000.00) dollars, according to proof at trial.

19. To the extent the conduct of the Defendant SAFECO is shown to be willful, wanton, fraudulent, oppressive and/or done in conscious disregard for the property interests of the Plaintiffs, Andrew Early and Amanda Early, then the Plaintiffs are entitled to an award of punitive damages, in an amount, yet to be determined, but in excess of Twenty-five thousand (\$25,000.00) dollars, according to proof at trial.

COUNT II: BAD FAITH

20. Plaintiffs, Andrew Early and Amanda Early, restate and re-allege each and every allegation contained in Paragraphs One through Nineteen (1-19), with the same force and effect, as if fully rewritten herein.

21. As an insurer, Defendant, SAFECO, its management and personnel, have the obligation to act in good faith in addressing coverage decisions, including, but not limited to, acting in good faith in the processing and adjustment of claims, upon the occurrence of a covered event.

22. Defendant, SAFECO's, wrongful failure to promptly and reasonably adjust the subject loss claim, as alleged herein, constitutes a series of arbitrary and capricious acts, without a reasonable factual basis and/or legal justification, thereby constituting multiple acts of bad faith towards the insureds, Plaintiffs, Andrew Early and Amanda Early.

23. As a direct and proximate result of Defendant, SAFECO's, bad faith conduct, Plaintiffs, Andrew Early and Amanda Early, have been damaged in an amount, yet to be

determined, but in excess of Twenty-five thousand (\$25,000.00) dollars, according to proof at trial.

24. The conduct of the Defendant, SAFECO, has been intentional, malicious, purposeful and/or done in conscious disregard of the rights of the Plaintiffs, such that the Plaintiffs, Andrew Early and Amanda Early, are entitled to an award of punitive damages or exemplary damages, in an amount to be determined by the trier of fact, according to proof at trial.

RELIEF REQUESTED

WHEREFORE, Plaintiffs, Andrew Early and Amanda Early, by and through counsel, demand the following relief:

A. Judgment against Defendant, **Safeco Insurance Company**, for the full value of the losses and damages sustained to the structure and contents caused by the fire loss at the subject property on or about **August 08, 2022**, in an amount, yet to be determined, but in excess of Twenty-five thousand (\$25,000.00) dollars, according to proof at trial;

B. Judgment against Defendant, **Safeco Insurance Company**, for an award of punitive damages, in an amount, to be determined by the trier of fact, according to proof at trial;

C. An award of reasonable attorney's fees and costs incurred in the prosecution of this action;

D. An award of pre-judgment interest; and

E. Such further additional relief, whether at law or at equity, as the Court may deem proper and just.

Respectfully Submitted,

/s/ **Blake R. Maislin, Esq.**

Blake R. Maislin, Esq. [0068413]

Michael C. Lind [Atty. Reg. #: 102736] [PPA]

Trial Attorney for Plaintiffs,

Andrew Early and Amanda Early

Law Offices of Blake R. Maislin, LLC

Maislin Professional Center

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Cincinnati, Ohio 45206

(513) 444-4444 Ext. 101

(513) 721-5557 (FAX)

E-mail: blake@maislinlaw.com

E-mail: mlind@maislinlaw.com

JURY DEMAND

Plaintiffs hereby demand a trial by jury on all issues triable to a jury, pursuant to, *inter alia*, Civil Rules 38 and 39 of the Ohio Rules of Civil Procedure.

/s/ **Blake R. Maislin, Esq.**

Blake R. Maislin, Esq. [0068413]

Michael C. Lind [Atty. Reg. #: 102736] [PPA]

INSTRUCTIONS TO THE CLERK

Please issue Summons and serve the Summons and Complaint upon the named Defendant at the address stated in the caption via Certified U.S. Mail Service, Return Receipt Requested. Should service be returned as “UNCLAIMED,” then please re-issue service to that Defendant, via regular U.S. mail service, postage prepaid.

/s/ Blake R. Maislin, Esq.

Blake R. Maislin, Esq. [0068413]
Michael C. Lind [Atty. Reg. #: 102736] [PPA]
Trial Attorney for Plaintiffs,
Andrew Early and Amanda Early
Law Offices of Blake R. Maislin, LLC
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MONTGOMERY COMMON PLEAS COURT / GENERAL DIVISION
CIVIL CASE INFORMATION

This document has been automatically generated by the Electronic Filing System

PARTICIPANT NAME	TYPE	ATTORNEY FOR PARTY
ANDREW EARLY	MAIN PLAINTIFF	MAISLIN
SAFECO INSURANCE COMPANY	MAIN DEFENDANT	

CATEGORY	VALUE
CASE TYPE	Civil
JURY DEMAND	Yes
PRAYER AMOUNT	1000000.00
ACTION TYPE	CIVIL ALL OTHER
TYPE OF RESOLUTION	
PARCEL NUMBER (MORTGAGE FORECLOSURE ONLY)	

REFILING INFORMATION

CASE NUMBER	JUDGE	MAIN PLAINTIFF	MAIN DEFENDANT
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SUITS INVOLVING LIKE ISSUES AND SIMILAR PARTIES

CASE NUMBER	JUDGE	MAIN PLAINTIFF	MAIN DEFENDANT
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The Filer submitted this information and the document was generated.

Filer: Blake R. Maislin